

(213) 240-8101

May 1, 2003

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

**APPROVAL OF AMENDMENT NO. 1 TO DIETARY SERVICES AGREEMENT
NO. 70694 WITH MORRISON HEALTHCARE, INC.**
(Fifth District) (3 Votes)

IT IS RECOMMENDED THAT YOUR BOARD:

Approve and instruct the Director of Health Services, or his designee, to sign replacement Amendment No. 1, to Dietary Services Agreement No. 70694 attached hereto with Morrison Healthcare, Inc. for dietary services at Olive View/UCLA Medical Center, effective December 1, 2002 through November 30, 2003. at an estimated total cost of \$3,283,683.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS:

In approving this action, the Board is authorizing the Director of Health Services, or his designee (Director), to sign replacement Amendment No. 1 to Agreement No. 70694 (Agreement) with Morrison Healthcare, Inc. (Morrison), to allow for the delivery of dietary services at Olive View/UCLA Medical Center (OV/UCLA MC) to provide the time required to complete a solicitation bid process.

On November 26, 2002, the Board approved the original Amendment No. 1 to the Agreement to extend the Agreement's term for six months and to add various standard provisions, including Living Wage provisions. Subsequent to Board approval, a significant budget error for the six month extension period was discovered. The amendment added funds to cover costs associated with the addition of the Living Wage to the Agreement. Inadvertently, an incorrect base year was used for the purpose of calculating the six month extension budget. This resulted in a significant shortfall in the budget for the six month extension period and Amendment No. 1 was never executed. Replacement Amendment No. 1 will correct the budget error, include Living Wage and other additional standard provisions, provide funding for a COLA adjustment of up to the contract permitted maximum of three per cent (3%) effective June 1, 2003, and extend the Agreement for twelve months, effective retroactively to December 1, 2002 through November 30, 2003.

The Department of Health Services (DHS) has been contracting out dietary services under provisions of County Code 2.121.250 *et seq.*, "Contracting with Private Businesses" (Proposition A), since October 1984. Dietary services are an integral part of the legitimate activities which must be provided by a hospital to perform its health care functions. Contracting under Proposition A guidelines continues to be cost effective and operationally feasible for the provision of dietary services.

The current agreement expired on November 30, 2002.

FISCAL IMPACT/FINANCING:

Contract costs for the twelve month extension period is estimated to be \$3,283,683. This is a cost increase of \$284,251 over the prior contract year's costs to cover additional expenses resulting from the addition of Living Wage provisions to the Agreement and to fund a cost of living increase of up to three per cent (3%) effective June 1, 2003, as permitted under the contract.

Funds are available to support the agreement in the Fiscal Year (FY) 2002-03 DHS Adopted Budget and is included in the FY 2003-2004 Proposed Budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS:

On May 13, 1997, the Board approved Agreement No. 70694 with Morrison to provide dietary services at OV/UCLA MC, effective June 1, 1997 through May 31, 1998, with provisions for four one-year automatic renewals and a six-month automatic renewal, with an expiration date of November 30, 2002.

On November 26, 2002, the Board approved Amendment No. 1 to the Agreement which added standard provisions to the Agreement and extended the Agreement's term for six months through May 31, 2003. As the result of an error in the budget calculations for the six month period described above, Amendment No. 1 was never fully executed. Over the last several months, DHS has been negotiating with the contractor to correct the error in the budget calculation and agreement has now been reached between the contractor and DHS staff regarding the appropriate amount to be included for Living Wage and a cost of living increase for a total contractor cost of \$ 3,283,683 for the twelve month extension period.

Under the requirements of the Living Wage Program, an employer shall assign and use full time employees to provide services under a contract unless the employer can demonstrate to the County the necessity to use non-full time employees based on staffing efficiency or the County requirements of an individual job. In this instance, Morrison is utilizing 30 part time employees for the efficient provision of dietary services at OV/UCLA MC. In accordance with the aforementioned requirements, Morrison submitted its staffing plan, including the use of part-time staff, to DHS for review and approval. Upon review of the plan, DHS concluded that the use of part-time employees was appropriate and approved the plan as submitted.

In addition to paying the required Living Wage amount of \$9.46 per hour for full-time employees, for the purposes of employee equity in pay, Morrison will also pay its part-time employees the \$9.46 per hour. In order to preserve a wage differential between staff and supervisors, Morrison also found it necessary to increase the hourly wage of certain supervisors and provided cost of living adjustments to management staff.

Morrison has continued to provide contract services at OV/UCLAMC since November 30, 2002 and the County has continued to pay the contractor at the Board approved amount in effect as of November 30, 2002.

The contractor is providing approximately 324,000 patient meals annually. In addition, the agreement permits the contractor to utilize the kitchen facilities at OV/UCLA MC during off-hours or inactive times to provide non-County meals to non-profit agencies, such as those providing "Meals on Wheels" nutrition programs for the elderly, or summer lunch programs for school children. The County will be reimbursed for the use of space and utilities, and also receive reimbursement at a specified rate per meal. Revenue estimates are unavailable at this time.

The agreement can be terminated at any time by either party by providing a 120-day written notice.

The Honorable Board of Supervisors
May 1, 2003
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The provisions for "Compliance with Living Wage Program", "Compliance with The Health Insurance Portability and Accountability Act of 1996", "Compliance with the County's Jury Service Program", "No Payment for Services Provided Following Expiration/Termination of Contract", and "Safely Surrendered Baby Program" have been added to the amendment.

Contract monitoring functions will be performed by administrative staff at OV/UCLA MC.

County Counsel has approved Amendment No. 1 (Exhibit I) as to form.

CONTRACTING PROCESS:

DHS is in the process of developing a solicitation for dietary service at OV/UCLA MC and anticipates release of the RFP in June 2003 and the presentation of an agreement to your Board for consideration in the Summer of 2003. The approval of the replacement Amendment No. 1 will provide additional time to complete the process.

IMPACT ON CURRENT SERVICES (OR PROJECTS):

Board approval will allow for the continued provision of dietary services at OV/UCLA MC.

When approved, this Department requires three signed copies of the Board's action.

Respectfully submitted,

Thomas L. Garthwaite, M.D.
Director and Chief Medical Officer

TLG:pm

Attachments (2)

c: Chief Administrative Officer
County Counsel
Executive Officer, Board of Supervisors
Auditor-Controller

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SUMMARY OF AGREEMENT

1. Type of Services:

Dietary services at Olive View/UCLA Medical Center.

2. Agency Name/Address/Contact Person:

Morrison Healthcare, Inc.
1727 Axenty Way
Redondo Beach, California 90278
Attention: Edward M. Clark, Regional Vice President
Telephone: (310) 798-4017

3. Term:

The term of the amendment will become effective retroactively to December 1, 2002 and continue through November 30, 2003.

4. Financial Information:

Funds are available in the DHS Fiscal Year 2002-03 Budget and will be requested in the 2003-2004 Budget Request. The total estimated cost for the twelve month extension is \$ 3,283,683.

5. Person Accountable for Program Monitoring:

Administrative staff at Olive View-UCLA Medical Center.

6. Approvals:

Olive View/UCLA MC	Melinda Anderson
Contracts and Grants Division:	Riley Austin, Acting Chief
County Counsel (approval as to form):	Elizabeth Friedman, Senior Deputy County Counsel

**AGREEMENT FOR DIETARY SERVICES
AT OLIVE VIEW/UCLA MEDICAL CENTER**

AMENDMENT NO. 1

THIS AMENDMENT is made and entered into to this _____ day
of _____, 2002,

by and between the COUNTY OF LOS ANGELES
(hereafter "County"),

and MORRISON HEALTH CARE, INC.,
(hereafter "Contractor").

WHEREAS, reference is made to that certain document entitled
"AGREEMENT FOR DIETARY SERVICES AT OLIVE VIEW/UCLA MEDICAL
CENTER", dated May 13, 1997, and further identified as County
Agreement No. 70694, Amendment No. 1, and extension letter dated
February 21, 2002, to Agreement thereto (all hereafter referred
to as "Agreement"); and

WHEREAS, it is the intent of the parties hereto to amend
Agreement to extend its term and to make the changes described
hereinafter; and

WHEREAS, said Agreement provides that changes may be made in
the form of a written amendment which is formally approved and
executed by the parties.

NOW, THEREFORE, the parties hereby agree as follows:

1. This Amendment shall become effective December 1, 2002.
2. The term of Agreement is hereby extended on a month-to-month basis for a maximum of twelve (12) months, and, unless

sooner terminated, shall expire on November 30, 2003.

3. Effective December 1, 2002, Paragraph 4, BILLING AND PAYMENT, of the body of the Agreement shall be amended as follows:

"4. BILLING AND PAYMENT: For all services hereunder, Contractor shall bill County monthly, in arrears, in accordance with the fees set forth in Exhibit B, Schedule 2 attached hereto, on billing forms approved by County. All billings shall include required certification and shall clearly reflect and provide reasonable detail of the services for which claim is made. County shall pay Contractor within thirty (30) days following receipt of a complete and correct billings, as determined by County."

5. Paragraph 62, (COMPLIANCE WITH LIVING WAGE), shall be added to read as follows:

"62 COMPLIANCE WITH LIVING WAGE PROGRAM:

A. Living Wage Program: The Agreement is subject to the provisions of County's Living Wage Program ("Program") as codified in Sections 2.201.010 through 2.201.100 of the Los Angeles County Code, a copy of which is attached hereto as Exhibit H and incorporated by reference into and made a part of this Agreement etc.

B. Payment of Living Wage Rates:

1. Unless Contractor has demonstrated to County's satisfaction either that Contractor is not

an "employer" as defined under the Program (Section 2.201.020 of the County Code) or that Contractor qualifies for an exception to the Program (Section 2.201.090 of the County Code), Contractor shall pay its employees no less than the applicable living wage rate, as set forth immediately below, for the employees' services provided to County under this Agreement:

a. Not less than \$9.46 per hour if, in addition to the per-hour wage, Contractor contributes less than \$1.14 per hour towards the provision of bona fide health care benefits for its employees and any dependents; or

b. Not less than \$8.32 per hour if, in addition to the per-hour wage, Contractor contributes at least \$1.14 per hour towards the provision of bona fide health care benefits for its employees and any dependents. Contractor will be deemed to have contributed \$1.14 per hour towards the provision of bona fide health care benefits if the benefits are provided through the County Department of Health Services Community Health Plan. If, at anytime during this Agreement, Contractor contributes less

than \$1.14 per hour towards the provision of bona fide health care benefits, Contractor shall be required to pay its employees the higher living wage rate.

2. For purposes of this Section, "Contractor" includes any subcontractor(s) engaged by Contractor to perform services for County under the Contract, the subcontractor shall be subject to the provisions of this Section. The provisions of this section shall be inserted into any subcontract to Agreement and a copy of the program shall be attached to the subcontract Agreement. "Employee" means any individual who is an employee of Contractor under the laws of California, and who is providing full-time services to Contractor, some or all of which are provided to County under this Agreement. "Full time" means a minimum of 40 hours worked per week, or a lesser number of hours, if the lesser number is a recognized industry standard and is approved as such by County; however, fewer than 35 hours worked per week will not, in any event, be considered full time.

3. If Contractor is required to pay a living wage when this Agreement commences, Contractor shall continue to pay a living wage

for the entire term of this Agreement, including any option period.

4. If Contractor is not required to pay a living wage when this Agreement commences, Contractor shall have a continuing obligation to review the applicability of its "exemption status" from the living wage requirement, and Contractor shall immediately notify County if Contractor at any time either comes within the Program's definition of "employer" or if Contractor no longer qualifies for an exception to the Program. In either event, Contractor shall immediately be required to commence paying the living wage and shall be obligated to pay the living wage for the remaining term of this Agreement, including any option period. County may also require, at any time during this Agreement and at its sole discretion, that Contractor demonstrate to County's satisfaction that Contractor either continues to remain outside of the Program's definition of "employer" and/or that Contractor continues to qualify for an exception to the Program. Unless Contractor satisfies this requirement within the time frame permitted by County, Contractor shall immediately be required to pay the living wage for the

remaining term of this Agreement, including any option period.

C. Contractor Submittal of Certified Monitoring Reports: Contractor shall submit to County certified monitoring reports at a frequency instructed by County. The certified monitoring reports shall list all of Contractor employees providing services for County under this Agreement during the reporting period. The certified monitoring reports shall also verify the number of hours worked, the hourly wage rate paid, and the amount paid by Contractor for health benefits, if any, for each of its employees providing services under this Agreement. The certified monitoring reports shall also state the name and identification number of Contractor current health care plan, and Contractor portion of the premiums paid as well as the portion paid by each employee. All certified monitoring reports shall be submitted on forms provided by County, or any other form approved by County which contains the above information. County requests additional information, shall promptly provide such information. Contractor, through one of its officers, shall certify under penalty of perjury that the information contained in each certified monitoring report is true and accurate.

D. Contractor's Ongoing Obligation to Report Labor Law/Payroll Violations and Claims: During the term of this Agreement, if Contractor becomes aware of any labor law/payroll violation or any complaint, investigation or proceeding ("claim") concerning any alleged labor law/payroll violation (including but not limited to any violation or claim pertaining to wages, hours, and working conditions such as minimum wage, prevailing wage, living wage, the Fair Labor Standards Act, employment of minors, or unlawful employee discrimination), Contractor shall immediately inform County of any pertinent facts known by Contractor regarding same. This disclosure obligation is not limited to any labor law/payroll violation or claim arising out of Contractor's contract with County, but instead applies to any labor law/payroll violation or claim arising out of any of Contractor's operations in California.

E. County Auditing of Contractor Records: Upon a minimum of twenty-four (24) hours' written notice, County may audit, at Contractor's place of business, any of Contractor's records pertaining to this Agreement, including all documents and information relating to the certified monitoring reports. Contractor is required to maintain all such records in California until the expiration of four-years

from the date of final payment under this Agreement. Authorized agents of County shall have access to all such records during normal business hours for the entire period that records are to be maintained.

F. Notifications to Employees: Contractor shall place County-provided living wage posters at each of Contractor's places of business and all locations where Contractor's Employees are performing services for the County. Contractor shall also distribute County-provided notices to each of its Employees at least once per year. Contractor shall translate the posters and handouts into Spanish and any other language spoken by a significant number of its Employees.

G. Enforcement and Remedies: If Contractor fails to comply with the requirements of this Paragraph G, County shall have the rights and remedies described in this Paragraph 69 in addition to any rights and remedies provided by law or equity.

1. Remedies for Submission of Late or Incomplete Certified Monitoring Reports: If Contractor submits a certified monitoring report to County after the date it is due or if the report submitted does not contain all of the required information or is inaccurate or is not properly certified, any such deficiency shall

constitute a breach of this Agreement.

In the event of any such breach, County may, in its sole discretion, exercise any or all of the following rights/remedies:

a. Withholding of Payment: If Contractor fails to submit accurate, complete, timely and properly certified monitoring reports, County may withhold from payment to Contractor up to the full amount of any invoice that would otherwise be due until Contractor has satisfied the concerns of County, which may include required submittal of revised certified monitoring reports or additional supporting documentation.

b. Liquidated Damages: It is mutually understood and agreed that Contractor's failure to submit an accurate, complete, timely and properly certified monitoring report will result in damages being sustained by the County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach

that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for Contractor's breach. Therefore, in the event that a certified monitoring report is deficient, including but not limited to being late, inaccurate, incomplete or uncertified, it is agreed that County may, in its sole discretion, assess against Contractor liquidated damages in the amount of \$100 per monitoring report for each day until County has been provided with a properly prepared, complete and certified monitoring report. County may deduct any assessed liquidated damages from any payments otherwise due Contractor.

c. Termination: Contractor's failure to submit an accurate, complete, timely and properly certified monitoring report may constitute a material breach of this Agreement. In the event of such material breach, County may, in its sole discretion, terminate this Agreement.

2. Remedies for Payment of Less Than the Required Living Wage: If Contractor fails to pay any employee at least the applicable living wage

rate, such deficiency shall constitute a breach of this Agreement. In the event of any such breach, County may, in its sole discretion, exercise any or all of the following rights/remedies:

a. Withholding Payment: If Contractor fails to pay one or more of its employees at least the applicable living wage rate, County may withhold from any payment otherwise due Contractor the aggregate difference between the living wage amounts Contractor was required to pay its employees for a given pay period and the amount actually paid to the employees for that pay period. County may withhold said amount until Contractor has satisfied County that any underpayment has been cured, which may include required submittal of revised certified monitoring reports or additional supporting documentation.

b. Liquidated Damages: It is mutually understood and agreed that Contractor's failure to pay any of its employees at least the applicable living wage rate will result in damages being sustained by County. It is also understood and agreed that the nature

and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for Contractor's breach. Therefore, it is agreed that County may, in its sole discretion, assess against Contractor liquidated damages of \$50 per employee per day for each and every instance of an underpayment to an employee. County may deduct any assessed liquidated damages from any payments otherwise due Contractor.

c. Termination: Contractor's failure to pay any of its employees the applicable living wage rate may constitute a material breach of Contractor.

In the event of such material breach, County may, in its sole discretion, terminate this Agreement.

d. Debarment: In the Event Contractor breaches a requirement of this Paragraph 62, County may, in its sole discretion, bar Contractor from the award of future County

contracts for a period of time consistent with the seriousness of the breach, not to exceed three years.

H. Use of Full-Time Employees: Contractor shall assign and use full-time employees of Contractor to provide services under this Agreement unless Contractor can demonstrate to the satisfaction of County that it is necessary to use non-full-time employees based on staffing efficiency or County requirements for the work to be performed under this Agreement. It is understood and agreed that Contractor shall not, under any circumstance, use non-full-time employees for services provided under this Agreement unless and until County has provided written authorization for the use of same.

I. Contractor Retaliation Prohibited: Contractor shall not take any adverse action which would result in the loss of any benefit of employment, any contract benefits, or any statutory benefit for any employee, person or entity who has reported a violation of the Program to County or to any other public or private agency, entity or person. A violation of the provisions of this paragraph may constitute a material breach of this Agreement. In the event of such material breach,

County may, in its sole discretion, terminate this Agreement.

J. Contractor Standards: During the term of this Agreement, Contractor shall maintain business stability, integrity in employee relations and the financial ability to pay a living wage to its employees. If requested to do so by County, Contractor shall demonstrate to the satisfaction of County that Contractor is complying with this requirement.

K. Neutrality in Labor Relations: Contractor shall not use any consideration received under this Agreement to hinder, or to further, organization of, or collective bargaining activities by or on behalf of Contractor's employees, except that this restriction shall not apply to any expenditure made in the course of good faith collective bargaining, or to any expenditure pursuant to obligations incurred under a bona fide collective bargaining agreement, or which would otherwise be permitted under the provisions of the National Labor Relations Act."

6. That Paragraph No. 63, COMPLIANCE WITH HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996, be added to the agreement as follows:

"63 COMPLIANCE WITH HEALTH INSURANCE PORTABILITY AND

ACCOUNTABILITY ACT OF 1996: The parties acknowledge the existence of the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations ('HIPAA'). Contractor understands and agrees that, as a provider of medical treatment services, it is a 'covered entity' under HIPAA and, as such, has obligations with respect to the confidentiality, privacy and security of patients' medical information, and must take certain steps to preserve the confidentiality of this information, both internally and externally, including the training staff and the establishment of proper procedures for the release of such information, including the use of appropriate consents and authorizations specified under HIPAA.

The parties acknowledges their separate and independent obligations with respect to HIPAA, and that such obligations relate to transactions and code sets, privacy, and security. Contractor understands and agrees that it is separately and independently responsible for compliance with HIPAA in all these areas and that County has not undertaken any responsibility for compliance on Contractor's behalf. Contractor has not relied, and will not in any way rely, on County for legal advice or other representations with respect to Contractor's obligations under HIPAA, but will independently seek its own counsel and take the necessary measures to comply with the law and its implementing regulations.

"CONTRACTOR AND COUNTY UNDERSTAND AND AGREE THAT EACH IS INDEPENDENTLY RESPONSIBLE FOR HIPAA COMPLIANCE AND AGREE TO TAKE ALL NECESSARY AND REASONABLE ACTIONS TO COMPLY WITH THE REQUIREMENTS OF THE HIPAA LAW AND IMPLEMENTING REGULATIONS RELATED TO TRANSACTIONS AND CODE SET, PRIVACY, AND SECURITY. EACH PARTY FURTHER AGREES TO INDEMNIFY AND HOLD HARMLESS THE OTHER PARTY (INCLUDING THEIR OFFICERS, EMPLOYEES, AND AGENTS), FOR ITS FAILURE TO COMPLY WITH HIPAA."

7. That Paragraph 64, COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM, be added to the Agreement to read as follows:

"COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM: This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, attached hereto as Exhibit I.

A. Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received

for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.

B. For purposes of this Sub-paragraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or (2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor shall also be subject to the provisions of this Sub-paragraph. The provisions of this Sub-paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

C. If Contractor is not required to comply with the

Jury Service Program when the Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that Contractor demonstrate to the County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program. Attached hereto, as Exhibit J, is the required form, "County of Los Angeles Contractor Employee Jury Service Program Application for Exception and Certification Form", to be completed by the Contractor.

D. Contractor's violation of this Sub-paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach."

8. That Paragraph 65, No Payment for Services Provided Following Expiration/Termination of Contract, be added to Agreement to read as follows:

Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Contract. Should Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Contract shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Contract.

9. That Paragraph 66, Safely Surrendered Baby Law, be added to Agreement to read as follows:

Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, information regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. Such information and notice is set forth in Exhibit K, attached hereto.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be subscribed by its

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Director of Health Services, and Contractor has caused this Amendment to be subscribed in its behalf by its duly authorized officers, the day, month, and year first above written.

COUNTY OF LOS ANGELES

BY _____
Thomas L. Garthwaite, M.D.
Director and Chief Medical Officer

MORRISON HEALTHCARE, INC.
Contractor

By _____
Signature

Name _____
Printed Name

Title _____
(AFFIX CORPORATE SEAL HERE)

APPROVED AS TO FORM

LLOYD W. PELLMAN
County Counsel

BY _____
Deputy

APPROVED AS TO CONTRACT
ADMINISTRATION:

Department of Health Services

By _____
Acting Chief
Contracts and Grants Division